

## **EXHIBIT 41**

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A. DIETDERICH  
UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
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In Re: Chapter 11 Case No.  
08-13555 (JMP)  
LEHMAN BROTHERS HOLDINGS INC., (Jointly Administered)  
et al.,

Debtors.

-----x  
VIDEOTAPED DEPOSITION OF ANDREW DIETDERICH  
New York, New York  
June 11, 2013

Reported by:  
KATHY S. KLEPFER, RMR, RPR, CRR, CLR  
JOB NO. 62073

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<p>1 A. DIETDERICH</p> <p>2 Q. Of course.</p> <p>3 Did you have any conversations with</p> <p>4 JPMorgan or its counsel about whether Canary</p> <p>5 Wharf should provide LBHI with notice under the</p> <p>6 guarantee?</p> <p>7 A. Yes.</p> <p>8 Q. What discussions did you have?</p> <p>9 A. We had a discussion with JPMorgan that</p> <p>10 we had to reduce to writing clearly that LBHI</p> <p>11 did not want the lease. So we had to reduce --</p> <p>12 you know, we wanted to reduce to writing that</p> <p>13 LBHI, you know, would decline entering into a</p> <p>14 replacement lease.</p> <p>15 Q. Did you have any discussions with</p> <p>16 JPMorgan -- strike that.</p> <p>17 To your knowledge, did Canary Wharf</p> <p>18 have any discussions with JPMorgan where the</p> <p>19 issue of -- strike that.</p> <p>20 Did anyone from JPMorgan ever</p> <p>21 discuss -- sorry.</p> <p>22 (Exhibit 10, an e-mail chain bearing</p> <p>23 Bates Nos. CW0010435 through 10436, marked</p> <p>24 for identification, as of this date.)</p> <p>25 MR. MEADE: I'm handing you what has</p>	<p>1 A. DIETDERICH</p> <p>2 been marked as Exhibit 10.</p> <p>3 MR. TULCHIN: That's yours. The one</p> <p>4 with the sticker is yours. I get the</p> <p>5 unofficial version.</p> <p>6 BY MR. MEADE:</p> <p>7 Q. I've handed you what has been marked</p> <p>8 as Exhibit 10. It's Bates-stamped CW0010435.</p> <p>9 Mr. Dietderich, if you can look at the</p> <p>10 earliest e-mail on the chain. It's on page</p> <p>11 10436. It's an e-mail from yourself to Richard</p> <p>12 Krasnow and Daniel Ehrmann at Alvarez &amp; Marsal.</p> <p>13 Your first line states, "Per George's</p> <p>14 call with Daniel, we are regular U.S. counsel to</p> <p>15 the Glick family and Canary Wharf."</p> <p>16 Who are the Glicks?</p> <p>17 A. The Glicks are a family that had an</p> <p>18 economic interest in Canary Wharf.</p> <p>19 Q. Do you know what that economic</p> <p>20 interest is?</p> <p>21 A. They own part of it indirectly.</p> <p>22 Q. Let me clarify. Sorry. Let me</p> <p>23 clarify.</p> <p>24 What is their relationship to Canary</p> <p>25 Wharf?</p>
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<p>1 A. DIETDERICH</p> <p>2 A. They're one of the owners.</p> <p>3 Q. Okay. Now, in this e-mail you asked</p> <p>4 Mr. Krasnow and Daniel Ehrmann to meet with you</p> <p>5 on this day, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And you had a meeting with Mr. Krasnow</p> <p>8 at Weil Gotshal?</p> <p>9 A. Yes.</p> <p>10 Q. Who attended that meeting on behalf of</p> <p>11 Canary Wharf?</p> <p>12 A. From memory, it was Richard -- sorry.</p> <p>13 Q. For Canary Wharf?</p> <p>14 A. For Canary Wharf, it was Sam Levinson,</p> <p>15 I think Joe Shenker, and me.</p> <p>16 Q. Who is Mr. Levinson?</p> <p>17 A. Sam Levinson is -- I believe he's a</p> <p>18 board member of Canary Wharf, but he's a</p> <p>19 representative of the Glick family.</p> <p>20 Q. Representative? Counsel for them?</p> <p>21 A. No, he's not a lawyer. He's -- he's</p> <p>22 a -- he's an advisor for the family.</p> <p>23 Q. And you mentioned an additional name?</p> <p>24 A. Joe Shenker.</p> <p>25 Q. Joe Shenker. Who is Mr. Shenker?</p>	<p>1 A. DIETDERICH</p> <p>2 A. He's a lawyer with Sullivan &amp;</p> <p>3 Cromwell.</p> <p>4 Q. To your recollection, who attended on</p> <p>5 behalf of LBHI?</p> <p>6 A. Richard Krasnow, and I believe Richard</p> <p>7 had one or maybe two other lawyers with him from</p> <p>8 Weil.</p> <p>9 Q. Okay. What's your recollection of</p> <p>10 what was discussed at that meeting?</p> <p>11 A. Well, at that meeting -- and for the</p> <p>12 purpose of the e-mail, too -- at that meeting we</p> <p>13 discussed trying to get confirmation from LBHI</p> <p>14 that it didn't want to enter into a replacement</p> <p>15 lease so we could do the mitigation transaction</p> <p>16 with JPMorgan.</p> <p>17 Q. Do you recall what Mr. Krasnow stated</p> <p>18 at that meeting?</p> <p>19 A. Mr. Krasnow wanted a lot of</p> <p>20 information about the transaction before he</p> <p>21 would give that confirmation.</p> <p>22 Q. Did he express why he wanted that</p> <p>23 information?</p> <p>24 A. To -- from memory, not specifically.</p> <p>25 I think he just wanted to assess the</p>

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1 A. DIETDERICH  
2 transaction.  
3 Q. Okay. But did he explain why he  
4 wanted to assess the transaction?  
5 MR. TULCHIN: Asked and answered.  
6 Q. You can answer.  
7 A. I don't recall anything specific  
8 beyond what I said.  
9 Q. Sure.  
10 A. Actually, can I correct that? I do  
11 recall. Now that I remember, I do recall.  
12 Q. Go ahead.  
13 A. I think he wanted to make sure there  
14 had been an earlier conversation in a  
15 stipulation -- this relates to the stipulation  
16 that I mentioned earlier. There had been a  
17 conversation about whether or not, after we were  
18 done mitigating our losses, our losses, our  
19 unmitigated losses, would be in excess of the  
20 stipulated amount.  
21 So, said differently, there had been  
22 discussions, again, we weren't on the front line  
23 of these discussion, about stipulating the  
24 amount of the claim on the -- on the indemnity,  
25 surety, whatever you want to call it, and there

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1 A. DIETDERICH  
2 amount JPMorgan was paying.  
3 Q. Okay.  
4 A. So that would allow us to do the math  
5 and to show the stipulated claim was still  
6 greater than the unmitigated losses.  
7 Q. But did he ask for documentation  
8 relating to the deal?  
9 A. Yes, he wanted to see the document.  
10 MR. TULCHIN: Do me a favor. You're  
11 answering the question before Mr. Meade has  
12 finished it. Just wait. Wait until he  
13 finishes his question.  
14 Q. I'll ask it again. Did he ask for  
15 documentation relating to the deal?  
16 A. Yes.  
17 Q. And what was the response?  
18 A. We needed JPMorgan's permission to  
19 give them the documentation.  
20 Q. Was there any discussion of whether  
21 JPMorgan was permitting you to show the  
22 documentation?  
23 A. At that time, JPMorgan was not until  
24 we confirmed that LBHI was not interested in a  
25 real estate placement lease.

1 A. DIETDERICH  
2 was a concern that we not do some fantastic deal  
3 with JPMorgan that then covers our losses to the  
4 extent where the stipulated claim would be  
5 inappropriate.  
6 Q. Understood.  
7 A. Okay. So that was the main reason  
8 why, I think, main articulated reason Richard  
9 had why he wanted to see the deal.  
10 Q. And what was the response? When he  
11 requested information about the deal, what was  
12 the response?  
13 A. Well, the solution to that was really  
14 the same solution that was in the stipulation.  
15 Q. Sure.  
16 A. Which is to say the stipulation  
17 included a statement by us that we are  
18 contemplating -- I forget the exact words, but  
19 we are contemplating a mitigating transaction,  
20 but after we're done with that, our losses will  
21 still be more than the stipulated claim.  
22 So the solution to this impasse was  
23 for us to get permission, which I believe we had  
24 gotten specifically from JPMorgan through Canary  
25 Wharf, to disclose verbally to Richard the

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1 A. DIETDERICH  
2 (Exhibit 11, an e-mail bearing Bates  
3 Nos. CW0010463, marked for identification,  
4 as of this date.)  
5 BY MR. MEADE:  
6 Q. Mr. Dietderich, I'm showing you what's  
7 been marked as Exhibit 11. This is an e-mail  
8 Bates-stamped CW0010463 from Andrew Dietderich  
9 to Richard Krasnow, Rupert Jones, Erika DelNido  
10 and copying several people.  
11 Mr. Dietderich, have you seen this  
12 e-mail?  
13 A. Yes.  
14 Q. Do you recall sending it?  
15 A. Yes.  
16 Q. Okay. Now, in the e-mail you wrote  
17 that, if you can see on the -- sorry, on the  
18 first line, "Canary Wharf and third party are  
19 setting closing time -- it's a big deal to  
20 coordinate and has politicians making  
21 announcements, et cetera -- and they both are  
22 asking (now rather urgently, for the British)  
23 for confirmation that you are not queuing up to  
24 be our new tenant instead."  
25 Did you -- now, the third party here

1 A. DIETDERICH  
2 is JPMorgan, correct?  
3 A. Yes.  
4 Q. Now, what did you mean when you said  
5 "confirmation that you are not queuing up to be  
6 our new tenant"?  
7 A. That they didn't want to step into the  
8 lease.  
9 Q. Now, and you wrote further down, "The  
10 longer we leave open the theoretical possibility  
11 of a replacement lease instead of third party  
12 deal, the more head scratching it is causing at  
13 the third party and Canary Wharf."  
14 What did you mean by that?  
15 A. Well, JPMorgan had now been asking us  
16 for a substantial period of time, a week or two,  
17 which in a deal like this is a lot of time, to  
18 confirm that LBHI didn't want a lease, something  
19 that we thought was relatively straightforward.  
20 Q. Right.  
21 A. And we had not yet been able to secure  
22 that confirmation, and so people were getting  
23 very, very worried on what LBHI was thinking and  
24 why aren't they confirming they don't want the  
25 lease to allow us to do this deal.

1 A. DIETDERICH  
2 through this chain. Do you recall these  
3 e-mails?  
4 A. Yes, I do.  
5 Q. If you could go down to the e-mail on  
6 the page Bates-stamped 10465 from -- on  
7 Wednesday, December 8 at 5:02 P.M. Do you see  
8 that e-mail?  
9 A. Uh-huh.  
10 Q. Did you see where you wrote, "It is  
11 not tenable for either of them that you reserve  
12 the right to compete with the new tenant for the  
13 space"; do you see that?  
14 A. Yes, I do.  
15 Q. The last sentence?  
16 How was LBHI reserving the right to  
17 compete?  
18 A. By not confirming whether it wanted  
19 the lease or not.  
20 Q. I'm just not sure, though, I  
21 understand what you mean, though, by not  
22 confirming the right to compete, how were  
23 they -- sorry. Strike that.  
24 By not confirming whether they wanted  
25 the lease, how did you believe they were

1 A. DIETDERICH  
2 Q. Okay. And so what did you mean by  
3 "LBHI leaving open the possibility of a  
4 replacement lease"?  
5 MR. TULCHIN: I think it says, I'm  
6 sorry, "theoretical possibility"; is that  
7 where you're reading?  
8 MR. MEADE: Correct.  
9 BY MR. MEADE:  
10 Q. How was -- strike that. How was LBHI  
11 leaving open the theoretical possibility of a  
12 replacement lease?  
13 A. By failing to confirm they didn't want  
14 one.  
15 (Exhibit 12, an e-mail chain bearing  
16 Bates Nos. CW0010464 through 10466, marked  
17 for identification, as of this date.)  
18 BY MR. MEADE:  
19 Q. I'm handing you what has been marked  
20 as Exhibit 12. This is an e-mail Bates-stamped  
21 CW0010464. The top e-mail is from Mr.  
22 Dietderich to Mr. Krasnow, with several  
23 individuals copied, on Wednesday, December 8,  
24 2010, 6:59 P.M.  
25 Mr. Dietderich, if you could just look

1 A. DIETDERICH  
2 reserving the right to compete?  
3 MR. TULCHIN: It's self-evident, I  
4 think.  
5 Go ahead, Mr. Dietderich, if you can.  
6 MR. MEADE: Mr. Dietderich can answer  
7 the question.  
8 THE WITNESS: We had, at this point,  
9 we had now been trying for an entire week to  
10 get confirmation from LBHI that they didn't  
11 want a lease, okay? If LBI wants a lease on  
12 the replacement terms, right, it eliminates,  
13 right, our need to mitigate damages because  
14 there are no damages. Right?  
15 If LBI wants -- perhaps LBI would say  
16 that you're mitigating damages in an  
17 appropriate way? We have a better idea to  
18 do it.  
19 BY MR. MEADE:  
20 Q. You could have mitigated your damages  
21 simply by doing the transaction with JPMorgan?  
22 A. That's what we were trying to do,  
23 exactly what -- that's exactly what we were  
24 trying to do, was trying to mitigate our damages  
25 by doing the transaction with JPMorgan, and

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<p>1 A. DIETDERICH</p> <p>2 discussed," that's exactly what I mean. I mean</p> <p>3 that we did a deal with JPMorgan and we still</p> <p>4 had, you know, substantial unmitigated losses</p> <p>5 along the same lines.</p> <p>6 Q. If you have a look at 1771 of that</p> <p>7 same exhibit. This is Mr. Krasnow's response</p> <p>8 where Mr. Krasnow wrote, if you go down one,</p> <p>9 two, three, four, five lines, you see where it</p> <p>10 says "at a minimum"?</p> <p>11 "At a minimum, we will need copies of</p> <p>12 the final, executed agreement with JPMorgan,</p> <p>13 with all schedules, a blacklined copy of the</p> <p>14 same reflecting changes made to the version that</p> <p>15 you had sent us, and copies of the AIG agreement</p> <p>16 and any related agreements pertaining to AIG's</p> <p>17 payment or deferral of payment, of amounts due</p> <p>18 under the lease."</p> <p>19 Now, after he sent this e-mail, did</p> <p>20 you have additional conversations with him about</p> <p>21 this information, with Mr. Krasnow?</p> <p>22 A. I don't remember. I don't remember.</p> <p>23 Q. Do you recall that in January 2011 you</p> <p>24 provided Mr. Krasnow with additional information</p> <p>25 regarding the JPM transaction, specifically</p>	<p>1 A. DIETDERICH</p> <p>2 documents?</p> <p>3 A. Me personally or Sullivan &amp; Cromwell?</p> <p>4 Q. Well, Sullivan &amp; Cromwell.</p> <p>5 A. You know, at -- I'm a deal lawyer, not</p> <p>6 a litigator.</p> <p>7 Q. I understand.</p> <p>8 A. Right. So, after this involvement,</p> <p>9 you know, this e-mail of Richard, we basically</p> <p>10 transitioned to a, you know, the team that --</p> <p>11 primarily the team that was helping in the</p> <p>12 litigation for the claim.</p> <p>13 So I understand there's been discovery</p> <p>14 since then, including probably the changes that</p> <p>15 Richard has requested, but I don't have any</p> <p>16 specific recollection.</p> <p>17 (Exhibit 17, a letter dated January</p> <p>18 27, 2011, marked for identification, as of</p> <p>19 this date.)</p> <p>20 BY MR. MEADE:</p> <p>21 Q. I'm handing you what has been marked</p> <p>22 as Exhibit 17. This is -- this is not a</p> <p>23 Bates-stamped document. This is the cover</p> <p>24 letter which accompanied the documents that you</p> <p>25 provided to Mr. Krasnow.</p>
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<p>1 A. DIETDERICH</p> <p>2 Please take a look at it and just let</p> <p>3 me know if you remember it.</p> <p>4 (Document review.)</p> <p>5 A. Yes, this one I don't have an</p> <p>6 immediate recollection of, but I can read it.</p> <p>7 It's been signed on my behalf by somebody.</p> <p>8 Q. Who is LJL?</p> <p>9 A. I don't know. I don't know.</p> <p>10 Q. Somebody working for you?</p> <p>11 A. Yes, I would assume. It's not --</p> <p>12 MR. TULCHIN: Mr. Dietderich, hold on.</p> <p>13 Hold on. I may be the only one in this</p> <p>14 room -- I suspect there's one other</p> <p>15 person -- who is having trouble with the</p> <p>16 fact that you're talking over Mr. Meade and</p> <p>17 he's talking over you, and my interest is in</p> <p>18 a clean transcript which accurately reflects</p> <p>19 your testimony. To do that, the two of you</p> <p>20 have to speak separately.</p> <p>21 BY MR. MEADE:</p> <p>22 Q. Mr. Dietderich, here's the question:</p> <p>23 Do you know who LJL is?</p> <p>24 A. I can't immediately recall.</p> <p>25 Q. That's fine. That's fine.</p>	<p>1 A. DIETDERICH</p> <p>2 A. I could find out by process of</p> <p>3 elimination.</p> <p>4 Q. I don't need to know that badly. I</p> <p>5 was just curious.</p> <p>6 (Exhibit 18, Agreement Relating to the</p> <p>7 Grant of a Lease of 25 Bank Street, Canary</p> <p>8 Wharf, London, bearing Bates Nos.</p> <p>9 LBHI_CW0013640 through 13765, marked for</p> <p>10 identification, as of this date.)</p> <p>11 BY MR. MEADE:</p> <p>12 Q. I'm handing you what has been marked</p> <p>13 as Exhibit 18. This is a document which has</p> <p>14 been Bates-stamped LBHI_CW0013640.</p> <p>15 Mr. Dietderich, I can represent to you</p> <p>16 this was one of the documents that accompanied</p> <p>17 your January 27, 2011 cover letter.</p> <p>18 If you could please turn to the page</p> <p>19 that Bates-stamped 13667. Well, first, let me</p> <p>20 ask you, have you seen this document before?</p> <p>21 A. Again, it appears to be the same</p> <p>22 agreement. I haven't reviewed it and I wasn't</p> <p>23 involved in its drafting.</p> <p>24 Q. Now, if you can turn to page 13667.</p> <p>25 Do you see the Section 7.16 has been</p>

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<p>1 A. DIETDERICH 2 redacted? 3 A. Yes, I do. 4 Q. Okay. Now, sir, if you could look 5 back at your cover letter that accompanied it, 6 you noted, "Additionally, certain portions of 7 the enclosed documents have been redacted to 8 prevent disclosure of privileged legal advice in 9 which the parties share a common legal 10 interest." 11 (Document review.) 12 Q. Sir, if you could look back at Exhibit 13 15 real quick. 14 A. Uh-huh. 15 Q. This is the final unredacted version 16 which was produced in discovery in this case. 17 7.16 is in here unredacted. 18 Do you see that on page -- 19 A. Yes. 20 Q. -- 5308? 21 Mr. Dietderich, do you know what the 22 basis was for redacting 7.16 in the version that 23 you sent to Mr. Krasnow in January of 2011? 24 A. I assume it's stated in my -- on 25 the -- in the letter.</p>	<p>1 A. DIETDERICH 2 Q. Well, do you know how that provision 3 reflects privileged legal advice? 4 A. I'm not an expert in that question. 5 Q. That was not a decision you made is 6 what I'm asking? 7 A. Personally? 8 Q. Well, your letter states that certain 9 provisions of this agreement were redacted 10 because they reflect -- "to prevent disclosure 11 of privileged legal advice in which the parties 12 share a common legal interest." 13 What I'm asking you is how did Section 14 7.16, which was subsequently produced 15 unredacted, disclose privileged legal advice? 16 MR. TULCHIN: I think the question 17 that was pending was whether you did it, 18 whether you made the decision to do the 19 redactions. 20 BY MR. MEADE: 21 Q. Well, let's start there. Did you make 22 the decision to do the redactions? 23 A. No. 24 Q. Do you know how Section 7.16 reflects 25 privileged legal advice?</p>
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<p>1 A. DIETDERICH 2 A. I assume that it's -- 3 MR. TULCHIN: Don't assume anything. 4 He's just asking you do you know. Either 5 the answer is yes or no. That's his 6 question. 7 THE WITNESS: Well, then no. 8 MR. MEADE: Just give me five minutes. 9 Were you -- did you have something 10 else to say? 11 THE WITNESS: No, I was just going to 12 say I assume we had a basis for the 13 statement made in the cover letter. 14 MR. TULCHIN: Don't assume anything. 15 He's not asking you for assumptions. That's 16 a different question. 17 MR. MEADE: Just give us five minutes. 18 We may be able to wrap up. 19 MR. TULCHIN: Okay. 20 THE VIDEOGRAPHER: The time is 2:16 21 P.M. We're going off the record. 22 (Recess.) 23 THE VIDEOGRAPHER: The time is 2:25 24 P.M. We're back on the record. Video 25 number 2.</p>	<p>1 A. DIETDERICH 2 THE WITNESS: May I correct now? 3 MR. MEADE: Please. 4 MR. TULCHIN: Okay. Go ahead. 5 THE WITNESS: So I would just 6 like to -- I just recalled that I was a 7 participant, I was deposed earlier in a 8 personal insurance dispute between a 9 contractor and an insurance company. 10 BY MR. MEADE: 11 Q. Okay. 12 A. So this is my second deposition. 13 Q. But that was just a personal matter of 14 yours? 15 A. Yes. 16 Q. Okay. That's fine. Thank for the -- 17 A. And very minor. That's why I had 18 forgotten it. 19 Q. Thank you for that clarification. 20 (Exhibit 19, an e-mail chain bearing 21 Bates Nos. CW0022598 through 22600, marked 22 for identification, as of this date.) 23 (Exhibit 20, an e-mail chain bearing 24 Bates Nos. CW0010440 through 10452, marked 25 for identification, as of this date.)</p>